

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 12th day of March, 1996 by and between Davidson County and the Sheriff of Davidson County of the one part, hereinafter collectively "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, Sheriff and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, Sheriff understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 Sheriff warrants that he/she has the exclusive authority over the Premises, and has been delegated the authority on behalf of the County which owns the Premises in order to enter into this Agreement. Sheriff further warrants that he/she has the authority to execute this Agreement and has been delegated the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 LOCATION

2.1 This Agreement is for Services at or connected to the Premises located at 110 West Center Street, Lexington, NC 27292 known as the Davidson County Jail (the "Premises").

3.0 TERM

3.1 The term of the Agreement shall commence on the date first written above and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, Sheriff shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement Sheriff commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for Sheriff and the County as to all inmate telecommunication Services upon the Premises. In this regard, Sheriff agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

4.0 COMMISSIONS

4.1 The commission payment shall be the following percentages of gross revenues received: twenty-five percent (25%) of the local collect calls, thirty percent (30%) of intra-lata collect calls, thirty-five percent (35%) of the inter-lata intra-state calls, and forty percent (40%) of the inter-lata inter-state calls. Pay Tel shall provide Sheriff monthly accounting of revenues received from the inmate telephone system. During the term of this Agreement, such commission shall be paid monthly after Pay Tel receives payment for such calls.

4.2 Sheriff shall not be responsible for any losses due to fraudulent calls. Sheriff agrees to assist Pay Tel in any efforts to prevent such fraud and further agrees to aid in the prosecution of any perpetrators of fraudulent calls.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises.

5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the Sheriff and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the North Carolina Utilities Commission and the Federal Communications Commission.

5.4 All of the Services will be provided by Pay Tel at its expense and Sheriff hereby authorizes Pay Tel to contact the local telephone company in accordance with the attached "Agency Agreement" in order to arrange for removal of existing telephone equipment and the provision of Pay Tel Services. Sheriff will provide space and 24-hour 120v electrical power to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 Sheriff hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate telephones that are equal to or less than the tariffed rates regulated by the North Carolina Utilities Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by Sheriff to be personal property and not fixtures and it is the express intention of both Sheriff and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. Sheriff shall notify Pay Tel of any malfunctions or loss of equipment.

5.8 Pay Tel agrees to conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Sheriff shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

6.0 TERMINATION

6.1 Sheriff may terminate this Agreement in the event that Pay Tel materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to Pay Tel of said failure is given pursuant to Paragraph 8.1.

6.2 Pay Tel may terminate this Agreement at any time upon thirty (30) days written notice to Sheriff in the event that regulations governing the operation of the Services prevent Pay Tel from performing its obligations under this Agreement.

7.0 SUCCESSORS IN INTEREST

7.1 Sheriff agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment on the Premises including any and all telephones and their enclosures and/or pedestals, or other equipment associated with Pay Tel's Services. This Agreement shall be binding upon the successors and assignees of both Sheriff and Pay Tel, including, without limitation, any financial institution providing financial accommodations to the County or Pay Tel.

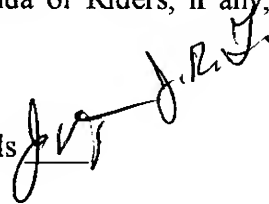
8.0 MISCELLANEOUS PROVISIONS

8.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Sheriff addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of mailing shall be deemed to be the date of giving such notice.

8.2 This written document, including the Agency Agreement, shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by Sheriff and Pay Tel. The following additional Exhibits, Addenda or Riders, if any, are hereby incorporated by reference into this Agreement:

No Additions

Initials

Handwritten signature and initials in black ink, appearing to be 'J.R.L.' and 'J.M.' respectively, written over a horizontal line.

8.3 This Agreement shall be construed in accordance with the laws of the State of North Carolina.

8.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

8.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

This Agreement entered into as of the day and year first written above.

DAVIDSON COUNTY

PAY TEL COMMUNICATIONS, INC.:

SHERIFF OF DAVIDSON COUNTY

By: J. Robert Tussey (Seal)

By: Vincent Townsend (Seal)

By: J. Robert Tussey, Administrator (Printed)
Authorized Agent for Sheriff and County

By: Vincent Townsend, President (Printed)

Date: March 12, 1996

Date: 3/12/96

Attest: Peggy Sue Beck

Attest: Jane B. Parotte

Account Representative: Scott Jackson

Address: P.O. Box 513
Lexington, NC 27292-0513

Address: Post Office Box 8179
Greensboro, North Carolina 27419

Phone: 704-242-2140
Fax: 704-249-6968

Phone: 910-852-7419 or 800-729-8355
Fax: 910-854-0496 or 800-776-8423